

International Solar Alliance

REQUEST FOR PROPOSAL (RFP)

ISA website design, implementation and maintenance of digital platform for ISA

INVITATION TO BID

Reference Number: **03/03/2019-ISA(IT)**

Secretariat of International Solar Alliance (ISA),
Surya Bhawan,
National Institute of Solar Energy Campus
Gwal Pahari, Gurugram-Faridabad Road,
Gurugram – 122 003 (Haryana).
Tel. No.: 0124-2853074.



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Project background

This purpose of this document is to outline requirements for the Request for Proposal (RFP) for the International Solar Alliance (ISA) website design, implementation and maintenance of digital platform project provide vendors with the information necessary for the preparation of competitive bid proposals. The RFP process is for ISA's benefit and is intended to provide ISA with competitive information to assist in the selection process. It is not intended to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a bid proposal in line with the instructions outlined within this RFP.

The ISA is seeking proposals from experienced website developers and communication agencies to assist the ISA this project.

About the ISA

The ISA was launched at the United Nations Climate Change Conference in Paris on 30 November, 2015 by H.E. Mr. Narendra Modi, the Hon'ble Prime Minister of India and H.E. Mr. Francois Hollande, former Hon'ble President of France, in the presence of Mr. Ban Ki Moon, former Secretary General of the United Nations.

The ISA was officially established on 6 December 2017, on the entry into force of the Framework Agreement. The founding conference was subsequently held on 11 March 2018, co-chaired by His Excellency, the Hon'ble Prime Minister of India, Mr. Narendra Modi, and His Excellency, the Hon'ble President of France, Mr. Emmanuel Macron. The First Assembly of the ISA was held on 3 October 2018, inaugurated by the Hon'ble Prime Minister of India, H.E. Mr. Narendra Modi and the UN Secretary General, H.E. Mr. António Guterres.

The International Solar Alliance (ISA) is a treaty-based international organization. The Parties to the Framework Agreement on the Establishment of the International Solar Alliance (Framework Agreement) have established the ISA to:

- mobilize more than USD 1,000 billion into solar power by 2030
- accelerate the development and deployment of over 1,000GW of solar generation capacity in member countries to meet energy demands and to bring prosperity, energy security and sustainable development through solar.

For more information about ISA, visit its current website at <http://isolaralliance.org/>



SECTION 1 - NOTICE INVITING TENDER “Website design, development, deployment, content management and Maintenance of Digital Platform for ISA”

On behalf the Secretariat, International Solar Alliance (ISA), Gurugram, Haryana, India tender are invited from reputed Information Technology Agency for “Website design, development, deployment, content management and Maintenance of Digital Platform for ISA”

1. Tender documents may be downloaded from ISA 's website, <http://isolaralliance.org> as per the schedule given below:

Sr. No.	Description	Detailed Information
1	Tender Reference Number	03/03/2019 – ISA (IT)
2	Date of release of Bidding Document	10.4.2019
3	Last date and time for Bid Submission	25.04.2019
4	Bid Opening Date	26.04.2019
5	Name and Address for submission of bid to	Mr. Sudhakar Upadhyay, Secretariat of International Solar Alliance (ISA), Surya Bhawan, 3 rd Floor, National Institute of Solar Energy Campus, Gwal Pahari, Gurugram-Faridabad Road, Gurugram – 122 003 (Haryana).

2. Bids shall be submitted by Speed Post/By Hand may be dropped in the ISA tender box at the 3rd Floor of ISA office. The ISA is seeking a proposal to be sent to by **COB 25.04.2019 at 5.30 PM**. No extensions for proposals will be granted, and please only provide questions or requests for clarification in writing and relating specifically to this proposal.

Contact Person:

Mr. Bimal Dash

Sr. Consultant (IT), ISA

Tel: +91 124 2853072

Email: bimaldash@isolaralliance.org



3. Not more than one bid shall be submitted by one bidder. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
4. Bidder who has downloaded the tender form from ISA website shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected, and Bidder is liable to be banned to associate with ISA for future assignments.
5. Intending bidders are advised to visit ISA's website at least 1 day prior to closing date of submission of tender for any corrigendum/addendum/amendment.
6. Bids will be opened as per date/time as mentioned in the schedule above. After opening of Technical-Bids, the results of their qualification as well Price-Bid opening will be intimated later.
7. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. The Bidder is requested to carefully examine the RFP document, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy, Bidder should seek necessary clarifications by e-mail as mentioned in the schedule above.
8. The Bidder shall provide details for the proposed Methodology and Approach to be adopted for the Assignment at ISA and the proposed team. The technical capabilities and competence of the Firm should be clearly reflected in the write-up along with supporting documents



SECTION 2 - TERMS OF REFERENCE (ToR) - Website design, development, deployment, content management and Maintenance of Digital Platform

Scope of work:

Conceptualising and developing a portal for the International Solar Alliance aligning with but not limited to the following guidelines:

- UI & UX optimisation to ensure user friendliness
- Easy to use layout, with information structured in clear categories for ease of access
- Navigation structured with the 3-click rule in mind
- An information architecture that provides for scalability
- A robust content management system (CMS) at the back-end for streamlined updates
- Interactivity elements built into the CMS for quick deployment
- Responsive design for ease of access across devices
- Content optimised for SEO
- Social media integration across the site, both for ISA properties and sharing content
- Analytics integration in the site to create a feedback loop
- Data capture mechanisms at relevant places - also built into the CMS
- Functionalities enabling disbursement of relevant education/information through registration-based mechanisms
- Design aligned with the Infopedia micro-site
- Integration of the Infopedia micro-site to be planned.

Indicative Website Structure/Features:

The following is an outline of website structure and features. The bidder may add and recommend additional features basis their understanding of the brief.

- a. Home Page & Other Pages
 - i. Mega menu
 - ii. CMS blocks
 - iii. Home Page
 - Ability to display slides
 - Ability to view YouTube videos
 - Ability to view latest news
 - Ability to view dual twitter updates
 - Ability to view multiple CMS blocks
 - iv. About us (CMS)
 - v. Visits (CMS)
 - Based on the content will be recreated
 - vi. Media center / Documents (CMS)
 - Based on the content will be recreated
 - Will be containing information flowing to the Media from associated functionaries
 - vii. Useful Links (CMS)
 - viii. What's New (CMS)
 - ix. Contact us (Form Based)

- Integration with Google map
- Social Media
- Blog
- x. Footer (CMS)
 - Site Map
 - Copy rights

- b. Admin Panel (Backend):
 - i. Configurable advanced layered navigation
 - ii. Content Management System
 - Ability to update, add and delete text content/banners
 - Ability to update, add and delete images
 - Ability to update, add and delete videos
 - iii. Ability to upload downloadable PDF files from the backend
 - iv. Reports

- c. Additional Considerations:
 - Provision for scalability and upgradation of the website
 - Workflows should be integrated in the content creation process
 - Content reviewers to preview a content item before approving
 - Analytics integration and provision for advanced integration through tag managers etc.
 - Provision for campaign management
 - Support a security model based on modern standards with defined user groups and roles
 - Provision for product support and technical consultation across users

Contract Period

The short-listed Successful Bidder shall be appointed for the period of one year which can be extended on year to year basis depending on the performance of the Firm.



SECTION 3 - MINIMUM QUALIFICATIONS FOR A SERVICE PROVIDER

An offeror's must demonstrate a track record of successfully providing services. An offeror's experience related to previous projects similar in scope, size, and complexity will be evaluated to assess an offeror qualification to manage and complete the requirements of this solicitation. The selected vendor/platform must:

- The bidding agency should be a registered company.
- The bidding agency must have been in operation for a minimum of 5 years as on 1 January 2019 in designing website.
- The bidding agency should be able to provide a qualified Servicing team with expertise on similar scope of work for similar international organizations in India or abroad.
- The bidding agency must have developed, implemented, and maintained at least 50 websites using the proposed/similar platform globally.
- The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any Government departments/ agencies/ Ministries or PSUs and should not be blacklisted by any government departments/ agencies / Ministries or PSUs.
- Have proven track record of managing end-to-end multi-site websites from UX/design, information architecture, development, deployment, and support for at least one large conglomerate in India.
- Demonstrate extensive Web development and design experience across industries.

SECTION 4 - TERMS OF CONTRACT

Contract term

The short-listed Successful Bidder shall be appointed for the period of one year which can be extended on year to year basis depending on the performance of the Firm.

Conflict of interest and restrictions

If any proposer, proposer's employee, joint venture, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract it shall be declared in writing and submitted to ISA with description of how that conflict would be managed.

Ownership of documents /intellectual property rights

All designs, coding, drawings, specifications, notes, databases, research, raw data, artwork and all other work product, including but not limited to feature copy, photography, footage, developed in the performance of the proposed agreement are produced for hire, remain the sole property of ISA, may not be copyrighted by the Contractor, and may be used by ISA for any purpose without additional compensation to the contractor. The Contractor will agree not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor will agree, for a period of three years after final payment under any contract signed with ISA, to furnish and provide access to all retained materials at the request of ISA.

Communication

The ISA IT Team will be directing all project/campaign activities and communications.

Request for Proposals (RFP) qualifications

ISA reserves the right to accept any proposal submitted for consideration. ISA reserves the right to reject any and all proposals in whole or in part, to award in part, to waive technical defects, irregularities, and omissions, if in its discretion, the best interests of ISA would be served. A proposal must be valid for a period of Forty five (45) days from the deadline for submission of proposals. ISA reserves the right to amend or cancel this RFP. ISA reserves the right to correct inaccurate awards resulting from its clerical errors. ISA is not responsible for any costs incurred by any party in responding to this RFP. ISA reserves the right to contract with more than one proposer in association with this project. Anything included in the proposal may become part of the final contract.



SECTION 5 - PROPOSAL CONTENT AND FORMAT

All proposals must follow the format outlined below, and requested information must be supplied digital via email to sudhakar@isolaralliance.org , cc bimaldash@isolaralliance.org, or/and by Speed Post/By Hand may be dropped in the ISA tender box at the 3rd Floor of ISA office. The ISA is seeking a proposal to be sent to by **COB 25.04.2019 at 5.30 PM**. Incomplete proposals or proposals arriving after the deadline will be automatically disqualified from consideration.

The proposal must be in the following format:

Proposal Section I: Executive Summary

Proposal Section II: Portfolio

Proposal Section III: Technical Proposal

Proposal Section IV: Financial Proposal

Proposal Section I: Executive Summary

Limit to 2 pages maximum. Provide a brief description of the firm's:

1. Overall qualifications and areas of expertise,
2. List of previous clients and a minimum of 3 references,
3. Disclose any potential conflicts of interest, and
4. Affirmation of understanding and acceptance of Section 4.1 Minimum qualifications and requirements.

Proposal Section II: Portfolio Limit to 2 pages maximum.

Limit to 2 pages maximum. Provide the list of at least 6 Energy/Infra/Development Sector Digital Communication Projects (Multilateral Bodies, Corporate, PSU, Government (National & Regional)). Demonstrate details as below:

1. Role in project (Communication Objectives, Information mediums used, etc.)
2. Goals accomplished, and strategy taken to accomplish.

Limit to 3 pages maximum. Provide examples of, at a minimum, three recent relevant (within the last three years) website projects or implementations. Multiple examples can be grouped onto one page. For each example, include a brief synopsis of:

3. Role in project (Platform installation, template creation, information architecture, web design, database design/programming, etc.),
4. Goals accomplished, and strategy taken to accomplish,
5. Sitecore features taken advantage of, or custom functionality built, and
6. Web address/domain name/URL.



Proposal Section III: Technical Proposal

Following is a listing of the information required to be provided by the proposer. A technical proposal that does not provide all the information requested below may be subject to rejection. Information should be provided in the same order in which it is requested:

1. Outline the approximate number of resources and roles available for contract; include the resumes of key staff and sub-consultants proposed to provide services to ISA, including partners, principals, and associates. Include description/chart of the firm's organizational structure.
2. Please describe your recommended staffing strategy, inclusive of on-site, off-site, near-shore, off-shore, and subcontracting resources. Please be explicit with regard to the management and leadership of any subcontracted resources, how they relate to your resources, and how ISA would fit into the picture.
3. Describe what resources your proposal requires from ISA in order to be successful. Be as specific as possible with regard to roles/skills/staff required (e.g. titles, functional or administrative areas, skill sets, project roles, etc.), time/participation expectations of each ISA resource (e.g. 8 hours a week, quarter-time, half-time, full-time, 45 hours total, etc.).
4. Describe what preparation needs to occur in order for us to hit the ground running on Day 1. Include all types of preparation.
5. Please describe what you consider to be critical success factors for performing this type of work on-time and on-budget.
6. Please describe what you consider to be the three biggest recurring risks that projects of these types encounter and how you plan to mitigate those risks.
7. Provide a description of the firm's experience providing services. Provide a description of the firm's approach to providing the scope of services, including the monitoring and management of potential work assignments. Include recent relevant project experience to the public and private sector.
8. The proposal submitted must contain a representation that the proposer is willing and ready to provide any related services requested or required in a timely manner.
9. Note any special certifications relevant to this RFP that your firm or proposed staff may possess.
10. Provide the suggested approach for content migration from existing website. If available, please specify what percentage of the content can be migrated directly.
11. Please provide direct migration approaches if the existing system is developed in ASP.NET/Open Source/etc.?
12. Please specify the estimated time period (tentative) required for content migration.
13. Describe the time to implement that is typical for customers with a site or Web presence (site functions, channels, etc.) similar to ours.
14. Please detail out the delivery approach and high-level plan that you will follow to deliver the complete solution.
15. List down the deliverables that will be provided as part of the implementation phase of the project.
16. Provides the details of post go live warranty, its scope and duration.
17. Provide the details of the user training that you would provide to ISA teams for the day to day usage/operation of the system.

18. Detail out the various team roles who would be involved during the entire phases of the project. Also detail out the dependencies that you see on ISA team to successful deliver this project.
19. Please provide the details for "walk-away" clauses for contingencies where relationships prove unsatisfactory.
20. Mention if you have walk-away clauses that require less than two weeks to terminate a relationship without penalty.
21. Please mention maintenance agreements including free bug fixes, patches, service packs, free updates, free version upgrades and associated services
22. Please provide the list of cloud components and the corresponding service tiers required to deploy the complete solution on your proposed public cloud for Dev/Test, UAT and Production environments and high-level architecture diagram of your proposed solution.

Proposal Section IV - Cost Proposal

Following is a listing of the information required to be provided by the proposer. A cost proposal that does not provide all the information requested below may be subject to rejection. Information should be provided in the same order in which it is requested.

1. Billing rates should be competitive and economical. Provide billing rates for each of the services on which your firm is proposing. Include rates for the following titles, as applicable, plus any additional titles deemed necessary:
 - 1.1. Project Manger
 - 1.2. Information Architect
 - 1.3. Sitecore Developer
 - 1.4. Database Administrator
 - 1.5. Front End Developer
 - 1.6. Web/UX Designer
 - 1.7. Graphic Artist
 - 1.8. Account Representative
2. List all disbursements or other services for which the firm would expect reimbursement.
3. Indicate any reductions from normal billing rates charged other issuers.
4. Indirect Cost (Overhead) Rate(s) - Attach supporting documentation to support indirect cost (overhead) rate(s) included in your proposal as follows: Describe the basis for the rates proposed (i.e., based on prior period actual results; based on projections; based on federal government or other independently-approved rates).
5. If rate(s) is approved by an independent organization, such as the federal government, provide a copy of such approval.
6. If rate(s) is based on estimated costs or prior period actual results, include calculations to support proposed rate(s). Calculation should provide enough information for ISA to evaluate and confirm that the rate(s) are consistent with generally accepted accounting principles for indirect costs.
7. ISA reserves the right to audit any indirect rate presented in the proposal and to make adjustment for such difference. Requests for financial statements or other needed financial information may be made if deemed necessary.



8. Provision for some objective parameters to estimate the implementation costs. (e.g. function points, story points etc. which are specific to the requirement, not related to the implementation partner's manpower) If yes, then please mention the parameters and corresponding costs.
9. Provision for manpower-based estimation of the implementation costs. (e.g. hourly rate of major roles during the implementation and total hours required for each role) If yes, then please mention the parameters and corresponding costs.
10. List down all your assumptions that you have taken to come to an estimate for this implementation.
11. Let us know if published price lists publicly available on your website.
12. Mention maintenance and support fees associated with your system
13. Please describe your license methodology or structure.
14. Do you offer additional components that incur additional cost? Please list the components which are relevant to our project (e.g. - database, webserver etc.)
15. The terms and discounts negotiated for purchases to be fixed for additional purchases over a defined period, minimum 3 years.
16. If not acceptable, then please mention the maximum period limit in the Remarks column.
17. The total cost of the project is up to 10 Lakhs (Approximately).



SECTION 6 - INSTRUCTION TO BIDDERS

A. The Bidding Document

1. RFP

- a) RFP shall mean Request for Proposal.
- b) Bid, Tender and RFP are interchangeably used to mean the same.
- c) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
- d) ISA reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.
- e) The Bidder must disclose any actual or potential conflict of interest with ISA.

B. Preparation of Bid

1. Bid Price

Price Bid shall be lump-sum basis and shall provide the detailed break up of professional fees and all costs including travel cost and other etc. including all applicable taxes, fees etc. The breakup of all costs with due justifications and applicable GST should be shown separately in the Price Schedule (in Indian Rupees).

2. Period of Validity of Bids

Bids shall remain valid for a period of 45 working days after the date of Bid uploading.

3. Format of Bid

The bid shall be submitted offline as detailed in the section, **Submission of Tender**.

4. Bid Currency

All prices shall be expressed in Indian Rupees only.

5. Bid Language

The Bid shall be in English Language.

6. Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

SECTION 7 - SUBMISSION OF TENDER

The tender shall be submitted in two part, viz., **Technical Bid and Price Bid**.

All the pages of bid being submitted must be signed.

The offers submitted by E-Mail shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

Technical Bid should be prepared considering ToR, Approach & Methodology, Activity Schedule & Deliverables as well as other information given in this document. **Signed and Scanned** copy of following documents are to be furnished by the bidder along with the **Technical Bid and Finance Bid**.

- 1) Bid Offer Form Without Price (**Annexure A**);
- 2) Bidder Information (**Annexure B**);
- 3) Declaration of Acceptance of Terms & Conditions (**Annexure C**);
- 4) Declaration of Acceptance of Scope of Work (**Annexure D**);
- 5) Letter of Undertaking (**Annexure E**);
- 6) Bidder Experience (**Annexure F**);
- 7) Client Details (**Annexure G**);
- 8) Description of approach, methodology and work plan for performing the assignment (**Annexure H**);
- 9) Bid Offer Form With Price (**Annexure I**);

Apart from the above-mentioned documents, bidders shall furnish last three years audited balance sheet and profit and loss statements, last three years work orders and their completion certificate.

It is advised that the Tenderer should arrange the document (s) to be along with all annexures with respect to

Minimum Eligibility Criteria and **Technical supporting documents** are required to be submitted to this office.

Price Bid

Price Bid shall be lump-sum basis and shall provide the detailed break up of professional fees and all costs including travel cost and other etc. including all applicable taxes, fees etc. The breakup of all costs with due justifications and applicable GST should be shown separately in the Price Schedule (in Indian Rupees). Schedule of Price Bid in the form of **Price Bid_ Hiring** for providing services to ISA.

The Price Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The prices quoted in the price bid should be without any conditions.



Rejection of Bid

The Bid is liable to be rejected if: -

- a) The document doesn't bear signature of authorized person.
- b) It is submitted by email.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by ISA.

Extension of Deadline for submission of Bid

ISA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through ISA's website, in which case all rights and obligations of ISA and Bidders will thereafter be subject to the deadline as extended.

Late Bid

Bids received after the scheduled time will not be accepted by ISA under any circumstances.

Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

Right to Reject, Accept/Cancel the bid

ISA reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

ISA does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. ISA also has the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

RFP Abandonment

ISA may at its discretion abandon this RFP process any time before Notification of Award or Work Order.

Contacting ISA

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact ISA for seeking any clarification in any matter related to the bid, it should do so in writing by email to ISA authorized person Mr. Sudhakar Upadhyay sudhakar@isolaralliance.org, and Mr. Bimal Dash bimaldash@isolaralliance.org. Any attempt to contact ISA with a view to canvas for a bid or put any pressure on any official of the ISA may entail disqualification of the concerned Bidder or his Bid.



SECTION 8 - BID EVALUATION

Preliminary Examination of Bids

- a) The evaluation process would consider whether the bidder has requisite prior experience and expertise to address ISA's requirements for website design, development, and content management etc. ISA will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.
- b) Eligibility and compliance to all the forms and documents would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.
- c) To assist in the examination, evaluation and comparison of bids ISA may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- d) Written replies submitted in response to the clarifications sought by ISA, if any, will be reviewed.
- e) ISA may interact with the Customer references submitted by Bidder, if required.
- f) If a Bid is not substantially responsive, it will be rejected by ISA and may not subsequently be made responsive by the Bidder by correction of the nonconformity. ISA's determination of bid responsiveness will be based on the content of the bid itself.

Method of Selection:

The method of selection is Quality and Cost Based Selection (QCBS). The Technical Proposals would be evaluated first, and points would be allotted to each of the bidders as follows:

Technical Scoring Chart

Criteria	Max Point
Adequacy in responding to the TOR	50
<ul style="list-style-type: none"> • Understanding of the Communication objectives and corresponding technical deliverables 	25
<ul style="list-style-type: none"> • Coverage of various tasks covered in TOR 	15
<ul style="list-style-type: none"> • Adequacy of proposed work plan and schedule of activities to cover various tasks within the given time frame 	10

Competence of the key staff for the Assignment and credentials of the firm	50
<ul style="list-style-type: none"> • Experience of the Team with details of staff at various levels to be involved for the assignment along with their capabilities. 	25
<ul style="list-style-type: none"> • International work experience in international organisation projects, Govt. Funded projects, Societies and Private Sector along with brief details, post-commissioning and monitoring aspects WEB + Complex web applications. 	15
<ul style="list-style-type: none"> • Credentials of the firms based on their financial standing. 	10

- a) Technical score (TS) will have 70% weightage and would be evaluated by Evaluation Team
- b) Agencies scoring 70% marks or more in the Technical Evaluation (i.e. 70 out of 100), will be shortlisted for opening of Financial Proposals.
- c) The costs of preparing the proposal are not reimbursable.
- d) ISA is not bound to accept any proposal
- e) The selected agency will have to sign a contract with ISA for the entire scope of work as defined in the bid document, with modifications if any appended by mutual agreement

Please note:

The minimum technical score to pass is 65%.

The lowest evaluated financial proposals is given maximum financial score of 100.

The weights given to the Technical and Financial proposals are 70% for Technical and 30% for Financial.



SECTION 9 – TERMS AND CONDITIONS

Definitions

- "Contract" means the Contract Agreement entered into between ISA and the Successful Bidder.
- "Contract Price" means the price or prices arrived at which will form the Contract Agreement.
- "Intellectual Property Rights (IPR)" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.
- "Bidders" means bidder selected through this RFP process.

Notification of Award or Work Order

After selection of the Successful Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, ISA will send Notification of Award or Purchase Order to the selected Bidder.

Upon the successful Bidder accepting the Work Order and signing the contract and ISA will promptly notify each unsuccessful Bidder.

Payment Terms

Payment should be on monthly/quarterly basis after successful completion of all phase of scope of works.

Price

Price shall remain fixed as per the Financial Bid accepted by ISA. There shall be no increase in price for any reason whatsoever. Therefore, no request for any escalation of the cost / price shall be entertained.

Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute a separate Non-Disclosure Agreement as per ISA's format.

Facilities Provided by ISA

ISA shall provide the required data of ISA including sitting arrangements, computer, printers, Infrastructure, software, licenses, telephone facilities, internet facilities or other facilities related to work for completing the assignment on time.

No Damage of ISA Property

Bidder shall ensure that there is no loss or damage while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non- performance of duty by any personnel, the amount of loss/damage so fixed by ISA shall be recovered from the Bidder.

Indemnity

The Bidder shall indemnify, protect and save ISA and hold ISA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a. An act of omission or commission of the Bidder, its employees, its agents, or in the performance of the services provided by this Agreement,
- b. Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- c. Bonafide use of the deliverables and or services provided by the Bidder,
- d. Misappropriation of any third-party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e. Claims made by the employees, who are deployed by the Bidder, under this Agreement,
- f. Breach of confidentiality obligations of the Bidder,
- g. Gross negligence or gross misconduct solely attributable to the Bidder or by any of their employees for the purpose of any or all of the obligations under this Agreement.

The Bidder shall further indemnify ISA against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on ISA for malfunctioning of the equipment or software or deliverables at all points of time, provided however, ISA notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify ISA (including its employees or representatives) from and against claims, losses, and liabilities arising from:

- a. Non-compliance of the Bidder with Laws / Governmental Requirements.
- b. Intellectual Property infringement or misappropriation.
- c. Negligence and misconduct of the Bidder, its employees.



- d. Breach of any terms of Agreement, Representation or Warranty.
- e. Act of omission or commission in performance of service.
- f. Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by ISA arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save ISA against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to ISA from whatsoever source, provided ISA notifies the Bidder in writing as soon as practicable when ISA becomes aware of the claim however,

- a. The Bidder has sole control of the defense and all related settlement negotiations
- b. ISA provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- c. ISA does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where ISA is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by ISA arising out of claims made by its customers and/or regulatory authorities.

Bidder's Liability

- The selected Bidder will be liable for all the deliverables.
- Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by ISA arising out of claims made by its customers and/or regulatory authorities.

Liquidated Damages

Due to negligent act of the Bidder, if ISA suffers losses, and incurs damages, ISA shall be compensated by the bidder with a penalty of 10% of the loss on top of it.

Fraudulent and Corrupt Practice

- a. "Fraudulent Practice" means a misrepresentation of facts in order to influence a bidding process and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ISA of the benefits of free and open competition.

- b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c. ISA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

Force Majeure

- Notwithstanding the provisions of the RFP, the successful bidder or ISA shall not be liable for penalty or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving ISA or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- If force majeure situation arises, the bidder shall promptly notify ISA in writing of such condition and cause thereof. Unless otherwise directed by ISA in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

Work Order cancellation

ISA reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to ISA alone;

- Serious discrepancy observed during performance as per the scope of project
- If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by ISA to the Bidder would necessarily have to be returned to ISA with interest @1.5% per month from the date of each such payment. Further the Bidder would also be required to compensate ISA for any direct loss incurred by ISA due to the cancellation of the contract and any additional expenditure to be incurred by ISA to appoint any other Bidder. This is after repaying the original amount paid.

Termination of Contract

- a. **For Convenience:** ISA by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one month's prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective
- b. **For Insolvency:** ISA may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ISA.



- c. **For Non-Performance:** ISA reserves its right to terminate the contract in the event of Bidder's repeated failures, say more than 3 occasions in a calendar year to maintain the service level prescribed by ISA.

Resolution of Disputes

ISA and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, ISA and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

In the event of arbitration, both the parties shall nominate one arbitrator each. Further, both the nominated arbitrators shall mutually decide and appoint a presiding arbitrator. The arbitral award shall be final and binding on the parties. The provisions of ARBITRATION AND CONCILIATION ACT 1996 (Act No.26 of 1996, Government of India) shall apply to the arbitration proceedings. The jurisdiction of the arbitration shall be in New Delhi.



Annexure A

Bid Offer Form (without Price) (On the Bidder's Letter Head) OFFER LETTER

Date:

To

Mr. Sudhakar Upadhyay

Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus, Gwal Pahari, Gurugram-
Faridabad Road,
Gurugram – 122003 (Haryana).

Dear Sir,

Subject: “website design, development, content management, Implementation and Maintenance of Digital Platform for ISA”.

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for ISA.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of liquidated damages clause in the RFP and agree to abide by the same. We also note that ISA reserves the right to cancel the order and



order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of ISA will be final and binding on us. We agree to abide by this offer till 60 days from the last date stipulated by ISA for submission of bid, and our offer shall remain binding upon us and may be accepted by ISA any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, ISA will have the right to disqualify /blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that ISA may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address:

Annexure B Bidder's Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company/Firm			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Valid GST No (Optional)			
6	Permanent Account Number (PAN) (Optional)			
7	Name & Designation of the contact person			
8	Telephone No. (with STD/ISD Code)			
9	E-Mail of the contact person:			
10	Fax No. (with STD/ISD Code)			
11	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
12	Year	2015-16	2016-17	2017-18
13	Net worth			
14	Turn Over			
15	PAT			

Signature: ____. Name: _____ Designation: __

Date: __, Place _____

Annexure C

Declaration for Acceptance of RFP Terms and Conditions (On the Bidder's Letter Head)

To

Mr. Sudhakar Upadhyay

Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus, Gwal Pahari, Gurugram-
Faridabad Road,
Gurugram – 122003 (Haryana).

Dear Sir,

Subject: “website design, development, content management, Implementation and Maintenance of Digital Platform for ISA”.

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my Company/Firm and I am, therefore, competent to make this declaration.

Yours faithfully,

**(Signature of the Bidder)
Name**

Designation Seal

Date:

Business Address:

Annexure D

Declaration for Acceptance of Scope of Work (On the Bidder's Letter Head)

To

Mr. Sudhakar Upadhyay

Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus, Gwal Pahari,
Gurugram-Faridabad Road,
Gurugram – 122003 (Haryana).

Dear Sir,

Subject: “website design, development, content management, Implementation and Maintenance of Digital Platform for ISA”.

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my firm and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Name

Designation Seal:

Date:

Business Address:

Annexure E

Letter of Undertaking (On Bidder's Letter Head)

To

Mr. Sudhakar Upadhyay

Secretariat of International Solar Alliance,
Surya Bhawan, 3rd Floor, National Institute of Solar Energy Campus, Gwal Pahari, Gurugram-
Faridabad Road,
Gurugram – 122003 (Haryana).

Sir,

Reg.: Our bid for Request for Proposal (RFP) for “website design, development, content management, Implementation and Maintenance of Digital Platform for ISA”.

We submit our Bid Document herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at ___ this ___ day of _____ 2019.

Yours faithfully

For ___

Signature: ___

Name: _____

Annexure F
Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm. The brief description should include ownership details, date and place of incorporation of the Company/Firm, etc.]

B - Bidder's Experience

S. No.	Name of Client	Nature of Services	Period
1.			
2.			
3.			
4.			

Note: Please provide documentary evidence from the client wherever applicable.

Signature: ___

Name: _____

Designation: _____

Date: _____ **Place :** ___

Annexure G

Client Details

Provide details the client details wherever available:

<u>S. No.</u>	<u>Name of Institution</u>	<u>Contact Person Name and Designation</u>	<u>Contact Details with e-mail</u>	<u>Preferable time to contact</u>

Signature: _____

Name: _____

Designation: _____

Date: _____, **Place:** _____

Annexure H

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT on “website design, development, content management, Implementation and Maintenance of Digital Platform for ISA”

The Technical Proposal shall broadly cover the following:

- a) Approach and Methodology
- b) Team Composition with Task Assigned
- c) Work Schedule

TEAM COMPOSITION AND TASK ASSIGNMENT

<u>Sl. No.</u>	<u>Role</u>	<u>Allocation (%)</u>	<u>Task assigned for this Assignment</u>

Note

Enclose profile for above proposed key professional staff for this assignment as per the attached format

Signature:_____

Name:_____

Designation:_____

Date:_____, **Place:**_____

ANNEXURE I

**Bid Offer Form (with Price)
(On the Bidder's Letter Head)**

OFFER LETTER

FINANCIAL BID

#	Activity	Description of Work	Cost
1	Website Design & Development including Content Editing		
2	Monthly Maintenance & Technical Support		
	Total		
	GST (Optional)		
	Grand Total Inclusive of Taxes		

- To be included as addendum to above summary:
 - Specific number of items / deliverables included in the cost for each item
 - Specific pro-rata costs where applicable
 - Specific additional costs to be borne by client
 - Any other cost heads not listed in the above format

Signature: _____
Name: _____
Designation: _____
Date: _____,
Place: